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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

JOSE GRACIANO, Individually, and
on Behalf of the Class,

Plaintiff,

vs.

UNITED FIDELITY LIFE
INSURANCE COMPANY, a Texas
Corporation,

Defendant.

Case No. 5:23-cv-02015-JLS (DTBx)

STIPULATED PROTECTIVE ORDER

Judge: Hon. Josephine L. Staton

Magistrate: Hon. David T. Bristow

Complaint Filed: October 2, 2023

1 **1. PURPOSE AND LIMITATIONS, GOOD CAUSE STATEMENT, AND**
2 **FILING UNDER SEAL**

3 **A. PURPOSE AND LIMITATIONS**

4 Discovery in this Action is likely to involve production of confidential,
5 proprietary or private information for which special protection from public disclosure
6 and from use for any purpose other than prosecuting this Action may be warranted.
7 Accordingly, Plaintiff Jose Graciano (“Graciano” or “Plaintiff”) and Defendant United
8 Fidelity Life Insurance Company (“UFL” or “Defendant”) (collectively, the “Parties”)
9 hereby stipulate to and petition the Court to enter the following Stipulated Protective
10 Order (the “Order” or “Stipulated Protective Order”). The Parties acknowledge that this
11 Order does not confer blanket protection on all disclosures or responses to discovery
12 and that the protection it affords from public disclosure and use extends only to the
13 limited information or items that are entitled to confidential treatment under the
14 applicable legal principles.

15 **B. GOOD CAUSE STATEMENT**

16 This Action is likely to involve non-public business trade secrets, sensitive
17 business and personal financial information, sensitive personal health information, and
18 other proprietary information for which special protection from public disclosure and
19 from use for any purpose other than prosecution of this Action is warranted. Such
20 confidential and proprietary materials and information consist of, among other things,
21 confidential business and financial information of the Parties, information implicating
22 privacy rights of the Parties, information implicating privacy rights of Non-Parties,
23 information implicating privacy rights of employees and personnel of the Parties,
24 information otherwise generally unavailable to the public, and information which may
25 be privileged or otherwise protected from disclosure under state or federal law.
26 Accordingly, to expedite the flow of information, to facilitate the prompt resolution of
27 disputes over confidentiality of discovery materials, to adequately protect information
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1 the Parties are entitled to keep confidential, to ensure that the Parties are permitted
2 reasonable necessary uses of such material in preparation for and in the conduct of trial,
3 to address their handling at the end of the Action, and to serve the ends of justice, a
4 protective order for such information is justified in this matter. It is the intent of the
5 Parties that information will not be designated as confidential for tactical reasons and
6 that nothing be so designated without a good faith belief that it has been maintained in
7 a confidential manner, non-public manner and there is good cause why it should not be
8 part of the public record in this case.

9 C. ACKNOWLEDGEMENT OF PROCEDURE FOR FILING UNDER
10 SEAL

11 The Parties further acknowledge, as set forth in Section 12.3, below, that this
12 Stipulated Protective Order does not entitle them to file confidential information under
13 seal. Local Civil Rule 79-5 sets forth the procedures that must be followed and the
14 standards that will be applied when a Party seeks permission from the Court to file
15 material under seal.

16
17 **2. DEFINITIONS**

18 2.1 Action: This litigation captioned: *Graciano v. United Fidelity Life Ins. Co.*,
19 Case No. 5:23-cv-02015 (C.D. Cal.).

20 2.2 Challenging Party: A Party or Non-Party that challenges the designation
21 of information or items under this Order.

22 2.3 “CONFIDENTIAL” Information or Items: Information (regardless of how
23 it is generated, stored, or maintained) or tangible things that qualify for protection under
24 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
25 Statement.

1 2.4 Designating Party: A Party or Non-Party that designates information or
2 items that it produces in disclosures or in responses to discovery as
3 “CONFIDENTIAL.”

4 2.5 Disclosure or Discovery Material: All items or information, regardless of
5 the medium or manner in which it is generated, stored, or maintained (including, among
6 other things, testimony transcripts, and tangible things), that are produced or generated
7 in disclosures or responses to discovery in this matter.

8 2.6 Expert: A person with specialized knowledge or experience in a matter
9 pertinent to the Action who has been retained by a Party or its counsel to serve as an
10 expert witness or as a consultant in this Action.

11 2.7 Non-Party: Any natural person, partnership, corporation, association, or
12 other legal entity not named as a Party to this Action.

13 2.8 Party: Any Party to this Action, including all of its officers, directors,
14 employees, consultants, retained Experts, and attorneys (and their support staffs).

15 2.9 Producing Party: A Party or Non-Party that produces Disclosure or
16 Discovery Material in this Action.

17 2.10 Professional Vendors: Persons or entities that provide litigation support
18 services (e.g., photocopying, videotaping, translating, preparing exhibits or
19 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
20 their employees and subcontractors.

21 2.11 Protected Material: Any Disclosure or Discovery Material that is
22 designated as “CONFIDENTIAL.”

23 2.12 Receiving Party: A party that receives Disclosure or Discovery Material
24 from a Producing Part.

25 **3. SCOPE**

26 The protections conferred by this Stipulated Protective Order cover not only
27 Protected Material (as defined above), but also (1) any information copied or extracted
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1 from Protected Material; (2) all copies, excerpts, summaries, or compilations of
2 Protected Material; and (3) any testimony, conversations, or presentations by Parties or
3 their Counsel that might reveal Protected Material. However, the protections conferred
4 by this Stipulated Protective Order do not cover the following information: (a) any
5 information that is in the public domain at the time of disclosure to a Receiving Party
6 or becomes part of the public domain after its disclosure to a Receiving Party as a result
7 of publication not involving a violation of this Order; or (b) any information
8 independently known to the Receiving Party, where such knowledge was obtained by
9 the Receiving Party in a lawful manner via a lawful source who obtained the
10 information lawfully and was under no obligation of confidentiality to the Designating
11 Party.

12 Any use of Protected Material at trial shall be governed by the orders of the trial
13 judge. This Order does not govern the use of Protected Material at trial.

14 15 **4. DURATION**

16 Even after final disposition of this Action, the confidentiality designations
17 imposed by this Order shall remain in effect until a Designating Party agrees otherwise
18 in writing or a court order otherwise directs. Final disposition shall be deemed to be the
19 later of (1) dismissal of all claims and defenses in this Action, with or without prejudice;
20 and (2) final judgment herein after the completion and exhaustion of all appeals,
21 rehearings, remands, trials, or reviews of this Action, including the time limits for filing
22 any motions or applications for extension of time pursuant to applicable law.

23 24 **5. DESIGNATING PROTECTED MATERIAL**

25 **5.1 Designating Material for Protection**

26 Each Party or Non-Party that designates information or items for protection under
27 this Order must take care to limit any such designation to specific material that qualifies
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1 under the appropriate standards. The Designating Party must designate for protection
2 only those parts of material, documents, items, or oral or written communications that
3 qualify so that other portions of the material, documents, items, or communications for
4 which protection is not warranted are not swept unjustifiably within the ambit of this
5 Order. Mass, indiscriminate, or routinized designations are prohibited. Designations
6 that are shown to be clearly unjustified or that have been made for an improper purpose
7 (e.g., to unnecessarily encumber the case development process or to impose
8 unnecessary expenses and burdens on other parties) may expose the Designating Party
9 to sanctions.

10 If it comes to a Designating Party's attention that information or items that it
11 designated for protection do not qualify for protection at all or do not qualify for the
12 level of protection initially asserted, that Designating Party must promptly notify all
13 other Parties that it is withdrawing the inapplicable designation.

14 5.2 Manner and Timing of Designations

15 Except as otherwise provided in this Order (*see, e.g.*, second paragraph of section
16 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material
17 that qualifies for protection under this Order must be clearly so designated before the
18 material is disclosed or produced.

19 Designation in conformity with this Order requires:

20 (a) for information in documentary form (e.g., paper or electronic
21 documents, but excluding transcripts of depositions or other pretrial or trial
22 proceedings), that the Producing Party affix the legend "CONFIDENTIAL"
23 (hereinafter, "legend") to each page that contains protected material. If only
24 a portion or portions of the material on a page qualifies for protection, the
25 Producing Party also must clearly identify the protected portion(s) (e.g., by
26 making appropriate markings in the margins).

1 A Party or NonParty that makes original documents available for
2 inspection need not designate them for protection until after the inspecting
3 Party has indicated which material it would like copied and produced. During
4 the inspection and before the designation, all of the material made available
5 for inspection shall be deemed “CONFIDENTIAL.” After the inspecting
6 Party has identified the documents it wants copied and produced, the
7 Producing Party must determine which documents, or portions thereof,
8 qualify for protection under this Order. Then, before producing the specified
9 documents, the Producing Party must affix the appropriate legend to each
10 page that contains Protected Material. If only a portion or portions of the
11 material on a page qualifies for protection, the Producing Party also must
12 clearly identify the protected portion(s) (*e.g.*, by making appropriate
13 markings in the margins).

14 (b) for testimony given in depositions, that the Designating Party
15 identifies on the record, before the close of the deposition, hearing, or other
16 proceeding, all protected testimony and specify the level of protection being
17 asserted. When it is impractical to identify separately each portion of
18 testimony that is entitled to protection and it appears that substantial portions
19 of the testimony may qualify for protection, the Designating Party may
20 invoke on the record (before the deposition, hearing, or other proceeding is
21 concluded) a right to have up to 30 days after the final transcript is available
22 to identify the specific portions of the testimony as to which protection is
23 sought and to specify the level of protection being asserted. In such a case,
24 and unless otherwise agreed between the Parties, the transcript(s) shall be
25 treated as “CONFIDENTIAL” until 30 days after receipt of the final
26 transcript. Any portion of a deposition of any witness that includes
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1 CONFIDENTIAL information shall be taken only in the presence of persons
2 who are permitted to have access to such information pursuant to this Order.

3 Only those portions of the testimony that are appropriately designated
4 for protection within the 30 days shall be covered by the provisions of this
5 Stipulated Protective Order. The use of a document as an exhibit at a
6 deposition shall not in any way affect its designation as “CONFIDENTIAL.”

7 (c) for information produced in some form other than
8 documentary and for any other tangible items, that the Producing Party affix
9 in a prominent place on the exterior of the container or containers in which
10 the information or item is stored the legend “CONFIDENTIAL.” If only a
11 portion or portions of the information or item warrant protection, the
12 Producing Party, to the extent practicable, shall identify the protected
13 portion(s).

14 5.3 Inadvertent Failures to Designate

15 If timely corrected, an inadvertent failure to designate qualified information or
16 items does not, standing alone, waive the Designating Party’s right to secure protection
17 under this Order for any such material. Upon timely correction of a designation, the
18 Receiving Party must make reasonable efforts to assure that the material is treated in
19 accordance with the provisions in this order.

20 In the event that any documents, material, or testimony that are subject to a
21 “CONFIDENTIAL” designation is inadvertently produced without such designation,
22 the Producing Party that inadvertently produced the document shall give written notice
23 of such inadvertent production within 21 days of discovery of the inadvertent
24 production, together with a further copy of the subject document, material, or testimony
25 designated as “CONFIDENTIAL” (the “Inadvertent Production Notice”). Upon receipt
26 of such Inadvertent Production Notice, the Party that received the inadvertently
27 produced document, material, or testimony shall promptly load the further copy
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1 designated as “CONFIDENTIAL” to each document review platform utilized
2 (including concordance, relativity, or any other similar platform) and utilize only the
3 “CONFIDENTIAL” designated documents, material, or testimony.

4 5 6 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

7 **6.1 Timing of Challenges**

8 Any Party or Non-Party may challenge a designation of confidentiality at any
9 time that is consistent with the Court’s Scheduling Order.

10 **6.2 Meet and Confer**

11 The Challenging Party shall initiate the dispute resolution process by providing
12 written notice of each designation it is challenging. The Parties shall attempt to resolve
13 each challenge in good faith. A Challenging Party may proceed to the next stage of the
14 challenge process only if it has engaged in this meet and confer process first or
15 establishes that the Designating Party is unwilling to participate in the meet and confer
16 process.

17 **6.3 Joint Stipulation**

18 Any challenge to the Court shall be via a joint stipulation pursuant to Local Rule
19 37-2.

20 **6.4 Burden of Persuasion**

21 The burden of persuasion in any such challenge proceeding shall be on the
22 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,
23 to harass or impose unnecessary expenses and burdens on other parties) may expose the
24 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn
25 the confidentiality designation, all Parties shall continue to afford the material in
26 question the level of protection to which it is entitled under the Producing Party’s
27 designation until the Court rules on the challenge.

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2 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

3 **7.1 Basic Principles**

4 A Receiving Party may use Protected Material that is disclosed or produced by
5 another Party or by a Non-Party in connection with this Action only for prosecuting,
6 defending or attempting to settle this Action. Such Protected Material may be disclosed
7 only to the categories of persons and under the conditions described in this Order. When
8 the Action has been terminated, a Receiving Party must comply with the provisions of
9 section 13 below (FINAL DISPOSITION).

10 Protected Material must be stored and maintained by a Receiving Party at a
11 location and in a secure manner that ensures that access is limited to the persons
12 authorized under this Order.

13 **7.2 Disclosure of “CONFIDENTIAL” Information or Items**

14 Unless otherwise ordered by the Court or permitted in writing by the Designating
15 Party, a Receiving Party may disclose any information or item designated as
16 “CONFIDENTIAL” only to:

- 17 (a) the Receiving Party’s attorneys (and their support staff);
18 (b) the officers, directors, consultants, and employees of the Receiving
19 Party to whom disclosure is reasonably necessary for this Action;
20 (c) Experts (as defined in this Order) of the Receiving Party (together
21 with their supporting staff) to whom disclosure is reasonably necessary for this
22 Action and who have signed the “Acknowledgement and Agreement to be
23 Bound” (Exhibit A”);
24 (d) the Court and its personnel;
25 (e) court reporters and their staff;
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1 (f) professional jury or trial consultants, mock jurors, and Professional
2 Vendors to whom disclosure is reasonably necessary for this Action and who
3 have signed the “Acknowledgement and Agreement to be Bound” (Exhibit A”);

4 (g) the author or recipient of the document containing the information
5 or a custodian or other person who otherwise possessed or knew the information;

6 (h) during their depositions witnesses, and attorneys for these witnesses
7 and persons to whom disclosure is reasonably necessary, provided that: (1) the
8 deposing Party requests that the witness or person with knowledge sign the
9 “Acknowledgment and Agreement to be Bound” (Exhibit A), and (2) they will
10 not be permitted to have access to any confidential information unless they sign
11 the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless
12 otherwise agreed by the Designating Party or ordered by the Court. Pages of
13 transcribed deposition testimony or exhibits to depositions that reveal Protected
14 Material may be separately bound by the court reporter and may not be disclosed
15 to anyone except as permitted under this Stipulated Protective Order; and

16 (i) any mediator or settlement officer, and their supporting personnel,
17 mutually agreed upon by any of the Parties engaged in settlement discussions.

18 7.3 Executed Copies of “Acknowledgment and Agreement to be Bound”
19 (Exhibit A)

20 As to each executed copy of an “Acknowledgment and Agreement to be Bound”
21 (Exhibit A) required to be procured by a Party under this Protective Order, the procuring
22 Party shall retain the executed version.

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24 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**
25 **IN OTHER LITIGATION**
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1 If a Party is served with a subpoena or court order issued in other litigation that
2 compels the disclosure of any information or items designated in this Action as
3 “CONFIDENTIAL,” that Party must:

4 (a) promptly notify in writing the Designating Party. Such notification
5 shall include a copy of the subpoena or court order;

6 (b) promptly notify in writing the party who caused the subpoena or
7 order to issue in the other litigation that some or all of the material covered by
8 the subpoena or order is subject to this Protective Order. Such notification shall
9 include a copy of this Stipulated Protective Order; and

10 (c) cooperate with respect to all reasonable procedures sought to be
11 pursued by the Designating Party whose Protected Material may be affected.

12 If the Designating Party timely seeks a protective order, the Party served with the
13 subpoena or court order shall not produce any information designated in this Action as
14 “CONFIDENTIAL” before a determination by the court from which the subpoena or
15 order issued, unless the Party has obtained the Designating Party’s permission. The
16 Designating Party shall bear the burden and expense of seeking protection in that court
17 of its confidential material and nothing in these provisions should be construed as
18 authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive
19 from another court.

20
21 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
22 **PRODUCED IN THIS ACTION**

23 (a) A copy of this Order will be served along with any subpoena served in
24 connection with this Action. Non-Parties producing documents in this Action may
25 also designate documents as “CONFIDENTIAL,” subject to the same protections
26 and constraints as the Parties to the Action.

1 (b) The terms of this Order are applicable to information produced by a Non-
2 Party in this Action and designated as “CONFIDENTIAL.” Such information
3 produced by Non-Parties in connection with this Action is protected by the
4 remedies and relief provided by this Order. Nothing in these provisions shall be
5 construed as prohibiting a Non-Party from seeking additional protections.

6 (c) In the event that a Party is required, by a valid discovery request, to
7 produce a Non-Party’s confidential information in its possession, and the Party is
8 subject to an agreement with the Non-Party not to produce the Non-Party’s
9 confidential information, then the Party shall:

10 (1) promptly notify in writing the Requesting Party and the Non-Party
11 that some or all of the information requested is subject to a confidentiality
12 agreement with a Non-Party;

13 (2) promptly provide the Non-Party with a copy of the Stipulated
14 Protective Order in this Action, the relevant discovery request(s), and a reasonably
15 specific description of the information requested; and

16 (3) make the information requested available for inspection by the
17 Non-Party.

18 (d) If the Non-Party fails to object or seek a protective order from this court
19 within 14 days of receiving the notice and accompanying information, the
20 Receiving Party may produce the Non-Party’s confidential information responsive
21 to the discovery request. If the Non-Party timely seeks a protective order, the
22 Receiving Party shall not produce any information in its possession or control that
23 is subject to the confidentiality agreement with the Non-Party before a
24 determination by the court. Absent a court order to the contrary, the Non-Party
25 shall bear the burden and expense of seeking protection in this court of its
26 Protected Material.

1 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

2 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
3 Protected Material to any person or in any circumstance not authorized under this
4 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
5 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
6 to retrieve all unauthorized copies of the Protected Materials, (c) inform the person or
7 persons to whom unauthorized disclosures were made of all the terms of this Order,
8 and (d) request such person or persons to execute the “Acknowledgement and
9 Agreement to Be Bound” that is attached hereto as Exhibit A.

10 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
11 **PROTECTED MATERIAL**

12 When a Producing Party gives notice to Receiving Parties that certain
13 inadvertently produced material is subject to a claim of privilege or other protection,
14 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
15 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
16 may be established in an e-discovery order that provides for production without prior
17 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
18 parties reach an agreement on the effect of disclosure of a communication or
19 information covered by the attorney-client privilege or work product protection, the
20 parties may incorporate their agreement in the stipulated protective order submitted to
21 the court.

22 **12. MISCELLANEOUS**

23 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
24 person to seek its modifications by the Court in the future.

25 12.2 Right to Assert Other Objections. By stipulating to the entry of this
26 Protective Order no Party waives any right it otherwise would have to object to
27 disclosing or producing any information or item on any ground not addressed in this
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1 Stipulated Protective Order. Similarly, no Party waives any right to object on any
2 ground to use in evidence of any of the material covered by this Protective Order.

3 12.3 Filing Protected Material. A Party that seeks to file under seal any
4 Protected Material must comply with Local Rule 79-5. If a Party's request to file
5 Protected Material under seal is denied by the Court, then the Receiving Party may file
6 the Protected Material in the public record unless otherwise instructed by the Court.

7 8 **13. FINAL DISPOSITION**

9 Within 60 days after the final disposition of this Action, as defined in paragraph
10 4, each Receiving Party must return all Protected Material to the Producing Party or
11 destroy such material. As used in this subdivision, "all Protected Material" includes all
12 copies, abstracts, compilations, summaries, and any other format reproducing or
13 capturing any of the Protected Material. Whether the Protected Material is returned or
14 destroyed, the Receiving Party must submit a written certification to the Producing
15 Party (and, if not the same person or entity, to the Designating Party) by the 60-day
16 deadline that (1) identifies (by category, where appropriate) all the Protected Material
17 that was returned or destroyed and (2) affirms that the Receiving Party has not retained
18 any copies, abstracts, compilations, summaries or any other format reproducing or
19 capturing any of the Protected Material. Notwithstanding this provision, the Parties'
20 attorneys are entitled to retain an archival copy of all pleadings, motion papers, trial,
21 deposition, and hearing transcripts, legal memoranda, correspondence, deposition and
22 trial exhibits, expert reports, attorney work product, and consultant and expert work
23 product, even if such materials contain Protected Material. Any such archival copies
24 that contain or constitute Protected Material remain subject to this Protective Order as
25 set forth in Section 4 (DURATION).

26 27 **14. VIOLATION**

1 Any violation of this Order may be punished by appropriate measures including,
2 without limitation, contempt proceedings and/or monetary sanctions.

3
4 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

5 SIGNED this the 20th day of August, 2024

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9 _____
The Honorable David T. Bristow

EXHIBIT A

ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name] of
_____ [print or type full address], declare under
penalty of perjury that I have read in its entirety and understand the Stipulated Protective
Order that was issued by the United States District Court for the Central District of
California in the case of *Graciano v. United Fidelity Life Ins. Co.*, Case No. 5:23-cv-
02015. I agree to comply with and to be bound by all the terms of this Stipulated
Protective Order and I understand and acknowledge that failure to so comply could
expose me to sanctions and punishment in the nature of contempt. I solemnly promise
that I will not disclose in any manner any information or item that is subject to this
Stipulated Protective Order to any person or entity except in strict compliance with the
provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for
the Central District of California for the sole purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this Action.

Date: _____

City and State where sworn and signed: _____

Signature: _____

Printed name: _____